

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Avanex Corporation		05/19/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	HBK Investments L.P.		
Street Address:	300 Crescent Court, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED PARTNERSHIP:		
<b>PROPERTY NUMBERS Total: 31</b>			
Property Type	Number	Word Mark	
Serial Number:	75900986	SUPER POWERSHAPER	
Serial Number:	75900975	TOWER OF POWER	
Serial Number:	75921863	POWERGRATINGS	
Registration Number:	2641194	POWERFILTER	
Registration Number:	2606096	POWERMUX	
Serial Number:	76206493	AVANEX OPTICAL PROCESSOR	
Serial Number:	76206494	AVANEX OPTICAL PROCESSORS	
Serial Number:	76264028	POWERADAPTER	
Registration Number:	2579901	WAVELENGTHS IN ABUNDANCE	
Serial Number:	75889755	POWERSHAPER	
Serial Number:	75900985	POWERSWITCHER	
Serial Number:	76264027	AVANEX ADAPTIVE ENTERPRISE	
Registration Number:	2678604	POWEREXCHANGER	
Serial Number:	75921862	POWERLEAVER	

CH \$790.00 75900986

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**TRADEMARK**  
**REEL: 003089 FRAME: 0705**

Serial Number:	76282953	POWERCOMPENSATOR DCM
Serial Number:	76264030	POWERGAINEQUALIZER
Registration Number:	2810987	POWEREXPRESS
Registration Number:	2553641	POWERED BY AVANEX
Serial Number:	76059854	POWERMUX NXG
Registration Number:	2556961	POWERED BY AVANEX
Serial Number:	76059855	POWERRAMP
Serial Number:	76206492	POWERATTENUATOR
Serial Number:	76345773	POWER 2 THE NET
Serial Number:	76345774	POWERAMPLET
Serial Number:	78208546	POWERADAPTER
Serial Number:	78234785	POWEREQUALIZER
Serial Number:	78234808	POWERWATCHER
Serial Number:	75859309	PUREPATH
Registration Number:	2150568	FIBERGAIN
Registration Number:	2458041	PUREGAIN
Registration Number:	2152234	FGM

#### CORRESPONDENCE DATA

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2127562388  
 Email: daniel.angel@srz.com  
 Correspondent Name: Daniel Angel, Esq.  
 Address Line 1: 919 Third Avenue  
 Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (040837-0001)
Signature:	/sas for da/
Date:	05/23/2005

#### Total Attachments: 6

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## GRANT OF SECURITY

### TRADEMARKS

WHEREAS, Avanex Corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of May 19, 2005 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of HBK Investments L.P., as collateral agent for certain purchasers (the "Collateral Agent");

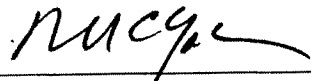
WHEREAS, pursuant to the Security Agreement, the Grantor has granted, subject to the limitations set forth in the Security Agreement, to the Collateral Agent for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, and grants to the Collateral Agent for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Grant of Security to be  
duly executed by its officer thereunto duly authorized as of May 19, 2005

**AVANEX CORPORATION**

By:   
Name: Richard C. Yonker  
Title: Chief Financial Officer  
Address: 40919 Encyclopedia Circle  
Fremont, California 94538

CORPORATE ACKNOWLEDGMENT

State or Province of California)  
County of Santa Clara) ss.

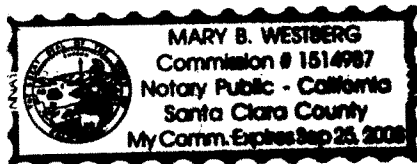
On this 17<sup>th</sup> day of May, 2005 before me, Mary B. Westberg, Notary Public, personally  
appeared Richard C. Yanker, ~~personally known to me~~ or proved to me on the basis of  
satisfactory evidence, and he/~~she~~ acknowledges to be the Chief Financial Officer of Anonex and  
acknowledged that he/~~she~~ as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by himself/~~herself~~ as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Mary B. Westberg  
Mary B. Westberg, Notary Public/Commissioner of Oaths

My Commission Expires September 25, 2008

(SEAL)



SCHEDULE 1A TO GRANT OF SECURITY

U.S. Trademark Applications and Registrations

<u>Trademark</u>	<u>Application / Registration Number</u>
SUPER POWERSHAPER	75/900,986
TOWER OF POWER	75/900,975
POWERGRATINGS	75/921,863
POWERFILTER	2,641,194
POWERMUX	2,606,096
AVANEX OPTICAL PROCESSOR	<b>[NEED NUMBER – Filed in 2001]</b>
AVANEX OPTICAL PROCESSORS	76/206,494
POWERADAPTER	76/264,028
WAVELENGTHS IN ABUNDANCE	2,579,901
POWERSHAPER	75/889,755
POWERSWITCHER	75/900,985
AVANEX ADAPTIVE ENTERPRISE	76/264,027
POWEREXCHANGER	2,678,604
POWERLEAVER	75/921,862
POWERCOMPENSATOR DCM	76/282,953
POWERGAINEQUALIZER	76/264,030
POWEREXPRESS	2,810,987

POWERED BY AVANEX	2,553,641
POWERMUX NXG	76/059,854
POWERED BY AVANEX AND DESIGN	2,556,961
POWERRAMP	76/059,855
POWERATTENUATOR	76/206,492
POWER 2 THE NET	76/345,773
POWERAMPLET	76/345,774
POWERADAPTER	78/208,546
POWEREQUALIZER	78/234,785
POWERWATCHER	78/234,808
PUREPATH	75/859,309
FIBERGAIN	2,150,568
PUREGAIN	2,458,041
FGM	2,152,234

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
China	AVANEX	3112979	13-Mar-2002	3112979	28-May-2003
Brazil	FIBERGAIN	820004596	11-Aug-1997	820004596	17-Jul-2001
European Union	FIBERGAIN	553438	03-Jun-1997	553438	25-May-1999
China	FIBERGAIN	970079565	07-Aug-1997	1237023	07-Jan-1999
Mexico	FIBERGAIN	303952	08-Aug-1997	558021	29-Aug-1997
Japan	FIBERGAIN	1997-146742	07-Aug-1997	4300949	30-Jul-1999
China	PUREPATH	2000012950	02-Feb-2000	1578409	28-May-2001
European Union	PUREPATH	1485630	27-Jan-2000	1485630	05-Mar-2001
Japan	PUREPATH	134248	25-Jan-2000	134248	03-Jan-2001
Japan	PUREPATH	2000-54771	19-May-2000	4470475	27-Apr-2001
Korea	PUREPATH	40200013389	20-Mar-2000	40-502995	05-Oct-2001
Singapore	PUREPATH	T00/01245C	27-Jan-2000	T00/01245C	26-Jan-2001
South Africa	PUREPATH	2000/01186	25-Jan-2000	2000/01186	29-Nov-1999
Taiwan	PUREPATH	89010456	01-Mar-2000	945874	16-Jun-2001
Switzerland	PUREPATH	1485630	27-Jan-2000	473377	05-Mar-2001